

1901-C44
Lee Co.

Chancery Causes: Wheelands Foundry & Machine Works] vs. Martha S. Sprinkle &

Pennington, Pennington Gap Improvement Co], Jesse, Parsons, Zion,
Wood

CA-Contract Dispute
T-Property

To the Honorable H. A. W. Skeen,

Judge of the Circuit Court of Lee County, Virginia.

Your orator, the Wheelands Foundry & Machine Works, a corporation, humbly complaining, shows unto your Honor that prior to May 11th, 1891, one Martha S. Sprinkle was the owner in fee simple of a tract of land located in the County of Lee in the 'Pocket country' in Wolfe Harber, containing 72 acres; it being the land which was assigned to her in the chancery cause lately pending in the Circuit Court of Lee County of Martha W. Zion vs. James M. Zion, et al, a partition of which land is recorded in Lee County D. B. 23, p. 529; that on said 11th day of May, 1891, the said Martha S. Sprinkle sold said tract of land to one James D. Pennington at the price of ~~\$720~~ \$10.00 an acre, making a total of \$720, and she executed her title bond to the said Pennington for said land, and gave him possession thereof; that the said Pennington paid her therefor in ^{two} ~~two~~ lots in the town of Pennington Gap at the price of \$400, for which he executed to her his title bond, and for the balance of the purchase money he executed to her a note for \$330 dated May 11th, 1891, and due twelve months after date. It was supposed at the time said sale was made that said tract of land contained 73 acres, and the purchase price being \$10 per acre, it was thought that the total amount due would be \$730, and deducting the \$400 for the two lots named left the amount of \$330 to be paid in 12 months after date; and it was expressed on the face of said note that it was for balance for payment on a piece of land on Wolfe Harber in the 'Pocket country', Lee County, Va., and that if there should ~~be~~ not be

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73 acres ~~xxx~~ in said piece of land, then the said Sprinkle was to credit said note by \$10 for each acre said land fell short. Said note bore interest from its date. It was ~~x~~ ascertained that said tract of land contained only 72 acres, and a credit of \$10 was placed on the back of said note, being the price of one acre of land, 73 acres being sold when in fact there was only 72 acres.

The said Sprinkle took possession of ^{Said} two lots in Pennington Gap and the said Pennington took possession of the land mentioned. After said trade was made, the said M. S. Sprinkle assigned said note to one M. C. Parsons, who afterwards assigned the same to one J. L. Pennington. Both of these assignments were prior to the 23rd day of November, 1894. On said last mentioned date, the said Pennington assigned the said note to your orator as collateral security for the payment of five notes which said Pennington owed to your orator. Your orator files said note herewith, marked "Exhibit 1", and prays that it be treated as a part of this bill. The said M. S. Sprinkle did not endorse her name on said note, but for valuable consideration she sold and assigned the same to the said M. C. Parsons, and the said Parsons and the said J. L. Pennington both endorsed the same by writing their names on the back thereof. The said Parsons departed this life intestate on the ____ day of _____, 1895, and thereafter J. C. Jessee and H. J. Russell qualified as administrators of the estate of said Parsons. Thereafter, the said H. J. Russell died, and the said J. C. Jessee continued to act, and is now acting, as the sole and surviving administrator of the estate of said Parsons.

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Your orator charges that no part of said note has ever been paid; that the same has not been paid to the said M. S. Sprinkle by the said J. D. Pennington either before or since the assignment of the said note to the said M. C. Parsons; nor ^{by} was it ever paid ~~to~~ the said M. S. Sprinkle nor the said J. B. Pennington to the said M. C. Parsons in his lifetime, or to his administrator or administrators after his death; nor was it ever paid to the said J. L. Pennington by either the said J. D. Pennington, M. S. Sprinkle or M. C. Parsons in his lifetime, or either of his administrators since his death; nor has the same ever been paid, or any part thereof, to your orator since the assignment of the same to your orator either by the said J. D. Pennington, J. L. Pennington, said M. S. Sprinkle or the said M. C. Parsons, or either of said administrators, but the whole amount of said note is due, unpaid and payable, although all of said parties have often been requested to pay the same.

The said M. S. Sprinkle reserved the legal title to the said tract of land to secure the payment of said note, and also to secure the payment to the Pennington Gap Improvement Co. by the said James D. Pennington of some deferred purchase money liens due on said lots which said Pennington contracted to sell her. Your orator is further informed, believes and charges that a vendor's lien was retained in the said title bond from the said M. S. Sprinkle to the said Pennington, but said bond is not in the possession of your orator and cannot be obtained by it. Your orator is advised it is immaterial whether a vendor's lien was expressly reserved or not in said bond, since the legal title to said land was retained by the

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said M. S. Sprinkle to secure the payment of said deferred purchase money.

At the first October rules, 1895, of the Circuit Court of Lee County, the said Pennington Gap Improvement Co., a corporation, filed its bill in chancery against the said James D. Pennington and M. S. Sprinkle, having for its object to foreclose the vendor's lien retained by it in its contract of sale for the two lots in question to the said James D. Pennington, a considerable amount of purchase money still being due on said lots. At the same rules the said M. S. Sprinkle filed her bill in chancery against the said James D. Pennington and the Pennington Gap Improvement Co., having for its object to foreclose the lien on the said 72 acre tract of land in favor of the said M. S. Sprinkle for the amount of money which was still unpaid by the said James D. Pennington to the said Pennington Gap Improvement Co. for said lots. It was prayed that said land should be sold and the proceeds of sale be applied, so far as necessary, to paying off the balance of the purchase money due from the said James D. Pennington to the said Improvement Co. to the exoneration of the title to the said two lots. Said bill alleged the execution by the said Pennington of the aforesaid note for \$330, which was mentioned in said bill as a note for \$320, and the assignment by the said M. S. Sprinkle of the said note to the said M. C. Parsons; and she further alleged in said bill that said Pennington had paid off the said note to the said Parsons.

These two causes were brought on to be heard together in your Honor's said Circuit Court for Lee County, and such proceedings were had and taken therein as that the said 72 acre

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tract of ~~the~~ land was sold on August 25th, 1898, by E. W. Pennington, Special Commissioner, appointed in the said causes for that purpose, to one Mrs. Nancy C. Zion; and this sale was confirmed to her, and she subsequently completed her payments for said land and a deed for same was made to her and confirmed. At the time said suits were brought, your orator was the owner by assignment from the said J. L. Pennington of the said note for \$320, and the allegation in the bill filed by the said M. S. Sprinkle against the said James D. Pennington, et al. that the said Pennington had paid said note to said Parsons was a mistake, and your orator supposes that because of this mistake of fact the administrators of the said Parsons, he then being dead, were not made parties defendant to said suit; neither was the said J. L. Pennington nor your orator made parties thereto. Your orator refers to the papers in the said two chancery causes, which are still pending in this court, or, if not pending, they are among the permanent files of records of this court, and your orator prays that both of the said files be read and considered as a part of this bill.

Your orator charges that the said M. S. Sprinkle assigned the note in question to the said M. C. Parsons shortly after its execution, and it was the first and only assignment by her of any part of the purchase money on said tract of land, and it is advised that by reason of said first assignment, the said note is the first lien on the said tract of land, and that the interest and rights of your orator could not be, and have not been, prejudiced by the judicial proceedings hereinbefore recited, but that it is entitled now to have a personal decree against all the indorsers of said note, and to have the

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amounts due thereon decreed to be the first lien against the said tract of land. Your orator further states that no part of the five notes referred to in the assignment of the note in question to it by the said J. L. Pennington on November 24th, 1894, has ever been paid to it, ^{except about \$2600⁰⁰} but the said Pennington became insolvent, and is so now, and your orator has been, and is, ^{further} unable to collect anything on account of said five notes. ^{the aggregate amount of said five notes was far greater than the sum of \$2600⁰⁰ or thereabouts} Your orator would further state that one W. P. Wood obtained a judgment for \$20.50, with interest from December 1st, 1893, and \$1.75 costs, before a justice of the peace of Lee County on November 3rd, 1894, against the said M. S. Sprinkle and her husband, H. E. Sprinkle, which judgment was docketed May 4th, 1897, in Lee County J.L.D. 3, p. 158. Your orator charges that this judgment has been fully paid, but payment thereof has not been entered of record in Lee County. There are no ~~other~~ judgments or liens of any kind against said tract of land other than those hereinbefore set out. The object of this bill is to foreclose the vendor's lien on said tract of land now owned and occupied by the said Mrs. Nancy E. Zion.

Your orator would further state that the said M. S. Sprinkle and her husband, H. L. Sprinkle, executed to the said James D. Pennington a deed for said tract of land, dated October 7th, 1895, which deed was filed in es crow in the said cause of Sprinkle vs. Pennington, to be delivered to said Pennington upon the payment by him of the balance due from him on said land. Said deed is still on file in the papers in said cause, but has never been delivered nor recorded.

WHEREFORE, being without remedy save in a court of equity the prayer of your orator is: that Martha S. Sprinkle and H.L.

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Sprinkle, her husband, James D. Pennington, J. L. Pennington, J. C. Jessee, Administrator of the estate of M. C. Parsons, *a Corporation - W. P. Wood* deceased, the Pennington Gap Improvement Company and Mrs. Nancy C. Zion be made parties defendant to this bill and be required to answer the same, but not on oath, that being expressly waived; that on a hearing hereof your Honor will grant a personal decree in favor of your orator for the said sum of \$320, with interest from May 11th, 1891, until paid, against the said Martha S. Sprinkle, James D. Pennington, J. L. Pennington, ^yJ. C. Jessee, administrator of the estate of M. C. Parsons, deceased, ~~and W. P. Wood~~; that it be decreed to have a lien for the said sum of money on the aforesaid tract of land, and that the same be sold to satisfy said sum of money, ~~and~~ if the same be not paid within a reasonable time, to be fixed by your Honor; and for such other, further and general relief as to equity may seem meet and the nature of its cause may require, your orator will ever pray, &c.

Ort & Irvine. p.g.

P lffs Costs

Clerk 6.29
Tax 1.50
Shff 4.00
atty 15.00
Estimated 5.00
31.79

The Wheelands Fry & Mohr Co.

Bill in chancery

Martha S Sprinkle et al

1900, 2nd May Rules bill
filed sums executed
+ D. N.

" 1st June rules taken
the last Monday in
May D. N. Confd + Cause
set for hearing

Nov Term 1901 Decd
final Q 137 P 18

Plaintiffs Costs

Clerk 6.29
Tax 1.50
Sheriff 4.00
attorney 15.00
Estimated 5.00
31.79

To the Hon. W. T. Miller, Judge of the circuit court for Lee County:

The separate answer of J. C. Jessee, administrator of the estate of M. C. Parsons deceased, to a bill in chancery filed in this honorable court by the Whelands Foundary and Machine Works, a corporation, against him *et alia*

Answering he says that he supposes that it is true that the ~~proceedings~~ ^{was} referred to ~~as being~~ had in which certain land was sold as the property of J. D. Pennington, that he supposes that it is true that Martha Sprinkle ~~xxxxxxx~~ sold to J. D. Pennington the Wolf Harbor tract of land and that he paid her part thereof and executed her a note for the remainder, \$330.00, and that there was subsequently credited thereon the sum of \$100.00, that said note was executed on the 11th day of May, 1891, and became due on the 11th day of May, 1892. Your respondent does not know of his own knowledge, but he supposes that it is also true that Martha Sprinkle assigned the said note in question to M. C. Parsons, and he supposes that M. C. Parsons assigned the same to J. L. Pennington, but he does not know definitely the date, but he alleges that the assignment by the said Parsons to the said Pennington was made soon after the said note became due and payable on the 11th day of May, ~~1892~~ 1892.

Your respondent will further represent and show unto your honor that at the time the said action was instituted by the said complainant the said note referred to and exhibited with the bill of said complainant was barred by the statute of limitations, and the endorsement of the same by the said Parsons to said John L. Pennington was also barred by the statute of limitations, which is hereby pleaded and invoked as a defense to the said bill of complaint and to said writing. Your orator will represent and show unto your honor that the said note sued upon is only a promissory non-negotiable note, not under seal, that the same became due and payable on the 11th day of May, 1892, and your orator is therefore advised that said note as between the original contracting parties has long since been barred by the statute of limitations, and that the endorser thereon are

also entitled to claim and plead the said statute in release of any liability on their said endorsement.

Your ~~xxxx~~ respondent would further represent and show unto your honor that he as administrator aforesaid is not liable for any thing by reason of the alleged endorsement, because he says that at the time that the said assignment was made by the said Pennington to the said plaintiffs and before the said M.C. Parsons or your respondent had notice of the said assignment of said note to said complainants, the said John L. Pennington became indebted to the said M.C. Parsons in a large sum of money, to wit the sum of \$1500.00, for the price of a certain lot of land known as the 1165 acre tract of land, which amount of money was admitted to be due by the said Pennington to the estate of M.C. Parsons in the chancery causes of Ellen Jessee et al vs J.L. Pennington and J.L. Pennington vs Ellen Jessee and others, and declared a lien on the said land.

And your ~~xxxx~~ respondent will further represent and show unto your honor that said lien and debt as ascertained in the said chancery causes as aforesaid was further reported in the chancery cause of Greer Machinery Company, pending in this court, vs J.D. Pennington et al, as a lien against the said land, and that R.L. Pennington sold the said property under a decree rendered in the said ~~chancery~~ cause, and that the sale made thereof did not bring a sum sufficient to pay more than about the sum of \$800.00, leaving a balance due by the said Pennington to the said estate of the said M.C. Parsons. And Your respondent will further represent and show unto your honor that the said J.L. Pennington has not paid the said balance of any part thereof to your said respondent. Your respondent ~~will~~ is advised therefore that when the said Welands ~~founday~~ and Machine works took said note ^{they} took the same subject to all the equities existing between the said J.L. Pennington and the said M.C. Parsons, or that afterwards arose up to the time that the said Parsons or your respondent had notice of the said assignment, which your orator alleges never happened untill he was served with the process and in answer thereto he read the plaintiffs bill in this case.

Your respondent will further represent and show unto your honor that the said note filed with said plaintiffs bill has been fully paid by J.D.Pennington before the assignment to the said plaintiffs and notice to said J.D.Pennnington of said assignment. And your respondent alleges that at the time of the said assignment to the said plaintiffs the said John L.Pennington was greatly indebted to James D.Pennington in a very large sum of money, several times more than the amount of the said note, and your orators are advised ^{fully} that said J.D.Pennington gave the said J.L.Pennington credit ^{on} said indebtedness for the amount of the said note, and that they settled the matter between themselves.

Your ^{respondent} ~~era~~ or will further represent and show unto your honor that the said plaintiffs received and held the said note in their hands and did not use due diligence to collect the same from J.D. Pennington, and that if they had used due diligence they could have made the said debt out of the said Pennington, and your respondent is advised that he as administrator for this cause if no other is released from the payment of any thing by reason of said endorsement.

Your orator will further represent and show unto your honor that the said Martha Sprinkle undertook and agreed at the time that she assigned the said note to the said M.C.Parsons that she would guarantee the payment of the said note for the valuable consideration paid her ~~therefor~~, and your orator is advised that he has a right to recover any amount which he may have to pay (if he should have any thing to pay) back from the said Martha Sprinkle, and to this end he prays that this part of his answer as to the said Martha Sprinkle be treated as a cross bill, and that she be required to answer the same, fully and completely, but not under oath that being expressly waived. And that upon a hearing of said cross bill, your respondent prays that such relief be granted him as the nature of the ~~cause~~ and justice and equity shall sanction.

Your respondent would further represent and show unto your honor that he and his co-administrator, H.J. Russell qualified as the administrator of the estate of M.C. Parsons on the 20th day of February, 1900, as will be seen from a copy of the order of appointment hereto attached, and asked to be considered as part of this answer. As will be seen from a calculation of the time five years expired on the 20th day of February, 1900, the time within which it is fixed by statute that all demands must be made and suits brought against the personal representative of a dead person, and your orator alleges as will be seen by the proceeds in this case, that this action or (2920) proceeding was not begun until the 2nd day of May, 1900. Your respondent therefore is advised that the said complainant has no reason to demand of the court judgement against him upon the said assignment.

Having therefore fully answered the said bill so far as he deems it necessary that he should answer, he prays to be hence dismissed with his reasonable costs in this behalf expended.

PENNINGTON BROS. ATTORNEYS

for J.C. Jessee Admr. &c.

J. C. Jusser Adversus
ads. { Answer

Whitlands Family & Mech.
Works.

Filed in open Court and
by leave thereof June 11th
1900. A. B. Munsey Clerk

For J. C. Jusser vs. Whit. & Co.

BENNINGTON BROS. VT. CARRIAGES

Whitlands Family & Mech. Works.

assignment.

Person to demand of the court judgment against him upon the said
respondent therefore is advised that the said complainant has no
(1880) proceeding was not begun until the 2nd day of May, 1880. Your
as will be seen by the process in this case, that this action or
the personal representative of a dead person, and your orator alleges
statute that all demands must be made and suits brought against
the 20th day of February, 1880, the time within which it is fixed by
will be seen from a calculation of the time five years expired on
attached, and asked to be considered as part of this answer. As
1888, as will be seen from a copy of the order of appointment hereto
factor of the estate of H. C. Parsons on the 20th day of February,
that he and his co-administrator, H. J. Russell qualified as the admin-
Your respondent would further represent and show unto your honor

Wheelands Foundry & Machine Works
vs
Martha S. Sprinkle et al } In Chancery.

The joint and separate answer of Martha S. Sprinkle and Nancy L. Zion Defendants, to a bill of complaint filed against them and others, in the circuit court of the county of Lee, by the Wheelands Foundry & Machine Works, a corporation, Complainant.

These respondents reserving to themselves the benefit of all just exceptions to the said bill, for answer thereto, or to so much thereof as they are advised that it is material they should answer, answer and say;

That it is true that Martha S. Sprinkle one of your respondents, prior to the 11 day of May 1891, owned in fee simple the 72 acre tract of Land mentioned in the complainants said bill of complaint, and that on the said 11 day of May 1891, she sold the same to one James D. Pennington at the price of \$10⁰⁰ per acre, receiving in payment therefor two lots of land in the town of Pennington Ga at the price of \$400⁰⁰, and for the residue the note here sued on by the said Complainant.

It is also true that that the said Martha L. Sprinkle assigned the said note to M. L. Parsons, and that Parsons assigned the same to J. B. Pennington, who in turn assigned the same to the said complainant.

But while the said assignments were all true, yet your respondents aver and charge that the said Parsons received and accepted the assignment of said note with full knowledge and with the distinct understanding that the said Sprinkle was to have the \$400⁰⁰ represented by said two lots out of the purchase price of said land before said note should operate as a lien thereon, in other words that the said Sprinkles claim should be the first lien on said land and the said note the second.

And also that said Parsons should take said note without recourse upon said Sprinkle, for which reason said Sprinkle made no written assignment of said note.

It is also true that the Pennington Gap Improvement Company had a vendors lien on the said two lots of land, for a large part of the purchase money therefor, and that said company, at the time mentioned in said bill, filed its bill in chancery

for the purpose of foreclosing its lien on said lots, and at the same ^{time} the said Sprinkle filed her bill in chancery, to foreclose her lien represented by the price of said lots, on the said 72 acre tract of land.

But this your respondents are advised, the said Sprinkle had a right to do as her lien was the first lien on said land, and therefore not necessary that said Parsons or any person claiming under him, should have been made a party to said bill of the said Sprinkle.

It is also true that the said Sprinkle obtained a decree from the circuit court of Lee County, in the said suit of the said Sprinkle vs James D. Penningle for the sale of said land to satisfy her said lien and that E. W. Penningle was appointed a commissioner to sell said lands: and that said commissioner sold the same pursuant to the terms of said decree, and that Nancy C. Zion, one of your respondents became the purchaser thereof, and that said purchase was confirmed by your honor's Court, and the said Nancy C. Zion completed her purchase by paying all the purchase price on said land, ^{and a deed ~~therefor~~ was duly made and confirmed to her.} Before purchasing said land, the said Nancy C. Zion had the records of the Clerk's office of the

(4)
Lee County Court examined to ascertain
whether ^{there were} any liens on said land recorded
in said office and found none. The
papers in the cause of the said Sprinkle
against the said Pennington showed
that all the purchase money on said land
had been paid, except the small
balance represented by the unpaid
purchase money on the two lots of said,
and to enforce the payment of which,
the said suit was brought. The said
sprinkle had filed with the said
papers in said cause a deed in fee
simple, to said Pennington, for said
land, to be delivered him as soon as
the residue of the purchase money
represented by said lots, were paid.
And your respondent - Nancy C. Zion
had no knowledge of the existence
of the said note here sued ^{on}, but had
a right to believe and I did believe
that the allegations and facts set out
in papers and exhibits in the cause
of the said Sprinkle vs said Pennington
were true, and acting upon said
allegations she became the purchaser
of said land, and she is advised
that the said plaintiff in this

1. Cause is as much and as effectually
 2. stopped from enforcing the lien.
 3. represented by said note, as if the
 4. said Sprinkle had have executed to
 5. the said Nancy C. Zion directly a
 6. deed in fee simple, for said land,
 7. and the said Nancy C. Zion becoming
 8. thereby an innocent-purchaser of said
 9. land.) The said note was executed
 10. on the 11 day of May 1891, due in twelve
 11. months after date, and was assigned
 12. by said Sprinkle a very short time
 13. after its execution, to said Parsons,
 14. and the decree for the sale of said
 15. land was not rendered till after the
 16. term 1895, of the Exors court;
 17. and your respondents had the right-
 18. to conclusively presume that the same
 19. had been paid. And surely after
 20. after such laches on the part of the
 21. plaintiff, it will not be permitted to
 22. come into a court of equity, and enforce the
 23. collection of said note out of the lands
 24. of an innocent-purchaser, as your respondent-
 25. Nancy C. Zion, avers and declares herself to be.

But your respondents are informed
 and so charge, that the debt represented
 by said note has long since been

paid by the ⁶said James D. Pennington
to J. L. Pennington, and that ~~before~~
he paid it before he had any knowledge
of the assignment thereof, to the plaintiff
by J. L. Pennington, And the said
plaintiff took its said assignment
subject to all the equities of the said
James D. Pennington against ~~any of the~~
~~the said J. L. Pennington~~
~~assignees of said note~~, up to the time he
had knowledge of the fact that the said
plaintiff had become the assignee of said note.

But your respondents are advised that
your respondents are entitled to the
benefit of all the equities ^{which} the said
James D. Pennington may have against
the said plaintiff.

But your respondents further say
that the said plaintiff is not entitled
to recover against them on said note
because the note sued on is barred
by the statute of limitation.

And having fully answered the
complainant's bill, the said respondents
pray to be hence dismissed with their
reasonable costs by them in this behalf
expended, and they will ever pray, &c.

Martha S. Sprinkle

J. C. Noel p. d.

Nancy C. Fier
Pl counsel

Wheeler's Foundry & Machine Works
vs. Answer of Martha
S. Sprinkle & Nancy
Co. Zion.

Martha S. Sprinkle et al

Filed in open Court and
by leave thereof June
11th 1900.

A B Munsey Clerk

Wheeland Foundry & Machine Works,

Vs.

Decree final.

Martha S. Sprinkle, et al.

This cause coming on again to be heard upon the papers formerly ~~red~~ ⁱⁿ therein and the report of R. T. Irvine, special commissioner, ~~does~~ this day filed herein ~~said~~ ^{ing} report that he had executed ^a deed to G. W. Wheland for the land in the bill and proceedings herein mentioned pursuant to the requirements of the decree entered herein June 6th, 1901, giving covenants of special warranty and acknowledging the same and ~~submitted it~~ ^{and submitting same as an exhibit with his report} for recordation, and it was ~~acted on~~ ^{argued} by the counsel; upon consideration whereof it is ~~judged~~ ^{ordered} and decreed that said report and ~~deed~~ ^{deed} as filed therewith as ~~executed~~ ^{an exhibit} be and ^{there} are hereby ~~accepted~~ ^{ratified and confirmed}, and the said R. T. Irvine, shall deliver ^{said deed} to said G. W. Wheland upon payment of the usual commissioners fee of \$5.00. And it appears ^{that nothing} ~~that no~~ more remains to be done ⁱⁿ ~~upon~~ this cause, it is ordered that ~~it~~ be stricken from the docket.

Nov. 15/1898
C.R. No. 6 p. 196

Wheland Foundry & Machine
works

or

Final

Dress

Mortimer D. Sprinkler

Entered on City Ord Book
No 7 Page 18

Ante this

H. C. W. Stearns

Nov 11-01

Whealands Laundry & Machine Works. Plaintiff
against
Martha S Sprinkle et al. Defendants. In Chancery

This cause came on again to be heard upon the papers formerly read in the cause, and the deposition taken since the last term, and the agreed facts, and was argued by counsel. On consideration thereof, and the Court being of ^{both judge, order & decree} ~~the Court being of~~ opinion, that the plaintiff has a ^{purchase money} ~~first~~ lien, on a ^{first} ~~first~~ tract of land in the hill mentioned, sold by the defendant Martha S Sprinkle to James O Pennington, and afterwards purchased by ^{the defendant} ~~Wacey~~ Colgion at a judicial sale, and lying and being in Lee County Va. in the Pocket Country, in Wolfe Barber, containing seventy two acres, for the sum of \$330.00 ^{subject to interest of \$10.00 as of the date of said note.} the amount of the note sued on. It is therefore, ^{further} ~~adjudged~~, ordered and decreed that unless the amount of the said lien is paid within thirty days from the adjournment of this Court, then James W Orr who is appointed a Commissioner for the purpose. will proceed to sell at the front door of the Court house of this County, on some Court day to the highest bidder on a credit of one and two years time, except as to the costs of this suit and commissions on sale which will be required to be paid in hand, the said tract or parcel of land or a sufficiency thereof to pay the said sum of \$330.00 ^{subject to interest of \$10.00 as of the said 11th day of May 1871.} and interest thereon from the 11th day of May 1871, until paid, and the costs of this suit and expense of sale. Said Commissioner before selling will advertise the time, terms and place of said sale for at least 30 days, by written advertisements posted at the front door of the Court house, of this

County and at Remington Gap Va. and will
 execute hand, before selling, ~~for~~ before the Clerk
 of this Court in the penalty of \$1000 ^{as} Constitution
 according to law, and will report ^{to court} his action
 hereunder. And the Cause is continued.

Wheelanold, Haymow &
 Machine Works.
 as 3 Deere for sale.
 That I am liable to do.

Entered on C.D. & No. 6.
 P.P. 520 & 521

Per	370.00
Int	192.45
Cost	512.45
	31.79
	544.24

Enter this Deere.
 at a w. shen
 Nov 8th 1901

The

Wheland Foundry & Machine Works,

Plaintiffs,

v.

Martha S. Sprinkle, et al,

Defendants.

This cause came on again to be heard upon the papers formerly read in the cause, the report of James W. Orr, Commissioner, on the sale of the 72 acre tract of land, in the bill mentioned, filed in the cause May 24th, 1901, and was argued by counsel.

And said report being unexcepted to, it is adjudged, ordered and decreed that the said report, and the sale therein reported, be and they are hereby confirmed; and that said Commissioner pay to those entitled the costs in his hands. And it appearing from said report that *D. W.* Wheland, the purchaser of said tract of land, is the owner of the debts, for the payment of which the said land was sold, it is further adjudged, ordered and decreed that *R. T. Grimes* ~~James W. Orr~~, who is hereby appointed a Commissioner, do convey said tract of land, by proper deed, to said Wheland, with covenants of Special Warranty; and that the residue of the purchase money, after the payment of costs and expenses of sale, be credited on the debt decreed to Plaintiffs; and that said Commissioner report

his action hereunder to ~~some future day of the present term~~ *the next* of the Court, ~~until which time the cause is continued.~~ *And an order of said purchaser*

a writ of possession is awarded him to cause him to have the possession of said tract of land, and the cause is continued.

of the Court, until which time the cause is continued.

his action hereunder to some future day of the present term decreed to Plaintiff; and that said Commissioner report payment of costs and expenses of sale, be credited on the debt remay; and that the residue of the purchase money, after the proper deed, to said Wheeland, with covenants of Special Warranty appointed a Commissioner, do convey said tract of land, by adjudget, ordered and decreed that James W. Orr, who is hereby the payment of which the said land was sold, it is further chaser of said tract of land is the owner of the debts, for And it appearing from said report that D. W. Wheeland, the Commissioner pay to those entitled the costs in his hands. reported, be and they are hereby confirmed; and that said

The Wheeland Laundry
& Machine Works

vs Decree 102.

Martha S. Springfield
et al

Entered on C.D.B. No. 6
P. 579

Entered this Decree
H. C. W. Orr
June 6th 1901.

Martha S. Springfield, et al,

Defendants.

Wheeland Laundry & Machine Works,

Plaintiffs,

Whelands Foundary and Machine Works,

Complainant,

vs:

In Chancery

Martha S. Sprinkle, et al.

Defendants.

This cause came on this day to be heard upon the bill of the complainants and exhibits filed therewith, the demurrer of the Pennington Gap Improvement Company, and the demurrer of Martha S. Sprinkle and J.C. Jessee, Administrator of the estate of M.C. Parspns, joint
The separate answer of the said J.C. Jessee Admr. &c, the ~~separate~~ answer of the said Martha S. Sprinkle ~~and the separate answer of the said~~ and Nancy C. Zion, and the written exceptions to the said answer of the said J.C. Jessee, Admr &c, numbered 1, 2, 3, 4, & 5, respectively, and the written exceptions of the said plaintiff to the said joint answer of the said Martha S. Sprinkle and Nancy C. Zion ~~and the separate answer of the said~~ and the replication in general to each of said answers, numbered 1, 2, 3, 4 & 5, respectively, and was argued by counsel:

On consideration of all which and it appearing to the court that J.D. Pennington and J.L. Pennington have been duly served with process, and they each failing to appear plead or answer the bill of the said complainant as to ~~the~~ is hereby adjudged to be taken for confessed, and it is adjudged ordered and decreed that ~~the~~ said complainant recover of the said J.L. Pennington and J.D. Pennington the sum of ⁽³⁾ \$20.00 with interest thereon from the 11th day of May, 1891, till paid:- And it is further adjudged ordered and decreed that the demurrer of the said Pennington Gap Improvement Company be and the same is hereby sustained and the bill of the said complainants as to it is hereby dismissed, with ^{its} ~~their~~ reasonable costs in this behalf expended:- And it is further adjudged ordered and decreed that the demurrer of the said J.C. Jessee and the said Martha Sprinkle is hereby overruled, and they each permitted to file their answers:- and it is further adjudged ordered and decreed that the exceptions ^{answer of the} ~~of the~~ said J.C. Jessee Administrator as aforesaid, are each and every one hereby overruled:- And it is further adjudged ordered and decreed that exception 1, 2 & 5 ^{to the answer of Martha Sprinkle & Nancy C. Zion} are hereby overruled, and exception 3 is passed, and that exception 4 is sustained. And this cause is continued.

Weldon's Fly & Mos
Wks.

rs. 2 Dec
3 No 1

Martha Sprickell

Entered on Co. B. No 6
p 417.

Ecites this
June 12, 1900
H A W Shum

1 The depositions of Ira G. Sprinkle,
2
3 taken before me J. H. Skaggs a Justice of the
4 Peace for the County of Lee, pursuant to a agreement
5 of counsel, at the office of J. C. Noel in the
6 Town of Pennington Gap, in said county, on the
7 25 day of September 1900, to be read in evidence
8 in behalf of Martha S. Sprinkle, one of the
9 defendants, in a certain suit depending in the
10 Circuit Court of Lee County, wherein The
11 Wheelands Foundry and Machine Works is Plaintiff
12 and Martha S. Sprinkle et al are defendants.

13 Present: James W. Orr, Counsel for Plaintiffs
14 J. C. Noel for Martha S. Sprinkle & H. G. Sprinkle.

15 Ira G. Sprinkle, a witness of lawful age
16 being duly sworn deposes and says:

17 Ques (1) Please state your age, residence and occupation?
18 Ans I am 71 years old, reside in Lee County and am a farmer.
19

20 Ques Are you acquainted with Martha S. Sprinkle and
21 her husband Harvey S. Sprinkle.

22 Ans I am. He is my son and she is his wife.

23 Ques Were you acquainted with M. C. Parsons in his
24 life time?

25 Ans I was from his boyhood.

26 Ques Where did Harvey S. Sprinkle and Martha S. Sprinkle
27 reside in the year 1891.

28 Ans I think they lived with me at my house.

29 Ques Did you hear of the trade of Martha S. Sprinkle
30 and her husband with J. D. Pennington, in which
31 the said Martha S. Sprinkle sold the said J. D.
32 Pennington a tract of land located in the Cockata

1 country, in the Wolf Harbor, and is said to contain
2 about 72. acres, and for which she took in payment
3 two lots in Pennington Gap, and took said
4 Pennington note for the balance of the purchase
5 money on said land?

Ans 6 I think I did.

Ques 7 Do you know she did with said note?
8 If so please state what?

Ans 9 She traded it to M. C. Parsons. I think in 1891.

Ques 10 Where did the transaction take place when
11 she sold the note to Parsons.

Ans 12 At my house.

Ques 13 Was there any thing said at the time he
14 got the note, why she did not assign the
15 note to him in writing? if so what was it?

Ans 16 I think Harvey told Mr Parsons he had to take the note
17 at his own risk, without recourse. Parsons said it
18 suited him as he had some dealings with Penningtons.
19 Harvey was making the trade for his wife with
20 Parsons

21 Excepted to because no private agreement between
22 Mrs Sprinkle and M. C. Parsons can effect sub-
23 sequent assignees of said note without notice
24 of such agreement. Cn. for Petitioner.

Ques 25 At the time Parsons traded for said note
26 was there any thing said between him and
27 Harvey Sprinkle and his wife, about the
28 notes and the lots that Martha S. Sprinkle
29 got for the lots of Pennington Gap, as to which
30 was to be the first lien on the Wolf Harbor land,
31 if so please state what it was?
32

1 Excepted to because no private agreement
2 between them not enclosed on said note
3 and thus, as in same way, ~~not~~ brought to
4 the notice of subsequent assignees, can prejudice
5 the rights of subsequent assignees or change
6 the legal status of the note as to priority of lien.
7 Ans There was nothing said about a lien, but
8 it was talked among them about the lots going
9 in as a part payment on the land.

10 And further this deponent - says a not.

11 Jra ^{his} G. Sprinkle
12 ~~on the~~

13 Virginia Lee County Court:

14 J. F. Skaggs, a Justice of the Peace
15 for the county and State of said, do hereby
16 certify that the foregoing depositions of Jra G. Sprinkle
17 were duly taken, sworn to and subscribed before
18 me at the place and time mentioned therein and
19 in the caption thereto, pursuant to the ~~unseal~~
20 to agreement of counsel. In witness whereof I
21 have set my hand and seal, on this 25-day
22 of September 1900.

23 J. F. Skaggs

24 J. P. Seal

Wheeler & Foundry & Machine Work
as { Deposition of defendant
Martha Sprinkle et al.
received by mail in good
condition and filed October
8th 1900,
A. B. Munsey Clerk

Costs:
J. F. Skaggs J. P. \$1.50
Dra. G. Sprinkle Wk. 60
2.00

The Wheelands Laundry Machine
works. Incorporated.

Plaintiff

against

Martha D Sprinkle et al.

Defendants

In chancery.

The undersigned Commissioner in this cause respectfully reports, that pursuant to the requirements of the decree rendered in said cause at the March term 1901. he proceeded on the 20th day of May 1901, the first day of the May term of the County Court of Lee County Va. for said year, to sell at the front door of the Court house of said County, to the highest bidder on the terms prescribed in said decree, the tract of 72 Acres of land in said decree mentioned, offering first said land by the acre, and under which proposition he received no bid. He then offered the tract as a whole, when G. W. Wheeland offered a bid of One hundred dollars for said tract of land, and this being the only bid, after crying said sale for some time, the said tract of land was knocked off to said G. W. Wheeland, at said bid. The said G. W. Wheeland being the owner of the debt decreed in said cause, your Commissioner recommends that said sale be confirmed and a deed for said land made to said purchaser and the amount of

said purchase after the payment of the
costs of suit and expense of sale, which
said purchaser is ready to pay at any time,
be credited on the debt recovered by said
plaintiff in said decree.
Respectfully submitted.

James W Orr. Court.

Since writing the above report G. W. Wheeland
has paid me \$36.79 the costs of suit and
commission on sale,

James W Orr. Court.

100.00
36.79
\$ 63.21

Wheelands Laundry
- Machine Washed.
Court Report.
W. H. Sprinkle et al.
Filed May 24th 1901.
A. B. Munsey Clerk

Wheland Foundry & Machine Works, I

Vs.

Martha S. Sprinkle, et al.

Report
Commissioner's of deed.

To the Honorable H. A. W. Skeen, judge of the Circuit Court
of Lee County Virginia.

The undersigned your special commissioner appointed by decree
of your Honor's court in the above cause on the 6th day of June
1901, to execute a deed to G. W. Wheland, for the land in the
bill and proceedings mentioned in this cause.

I begs leave to report that he has executed said deed as
required by said decree, giving covenants of special warranty,
and filing said deed with this report, all of which is respect-
fully submitted, this the 11th day of Nov 1901.

R. T. Luine
Spec Commr

Wheland Foundry & Machine
Works

vs. Report of
Deed

Martin S. Sprinkle
Plaintiff

Filed November 11th 1901

A. B. Mursey, Clerk

We the Jury find
for the Plaintiff
the amount of one
Hundred & Fifty-two
dollars and eleven cents
with interest from
the time she was dis-
possessed of Land

Geo. W. Sparks

72 Acres, in Walke Herber.
Owned by Martha S. Sprinkle & sold to
James D. Pennington.

Sale \$320 - Sent May 20/901. \$512.48

Costs of suit 31.79

Commission costs \$19.88 \$544.27

31.79 19.88

\$57.67 \$564.15

1/2 one year

256.24

1/2 two years

256.24

\$564.15

Wheclands M. Works.

vs { Statement

Martha S. Sprinkle of
als.

Sabt to W. M. Works.
May 20th/1901. for
\$100.00
Cm.

LAND SALE!

Wheeler's Laundry Machine Works
vs.
Martha S Sprinkle et al.

IN CHANCERY.

Pursuant to a decree rendered by the Circuit Court of Lee County, Virginia, at the *March*... term, 18*90*/..., in the above styled cause, the undersigned will, at public outcry, at the front door of the Court-house of said county, on the first day of the *May*..... term, 18*90*/..., of the County Court of said county, proceed to sell, to the highest and best bidder, on a credit of *One & Two* years..... time, except so much as may be necessary to pay the cost of suit and expense of sale.

(which are required to be paid in hand), the following described property: *to wit: That* Certain tract or parcel of land lying and being in Lee County Va. in the Pocket Country in Wolfe's Barren, containing Seventy two acres more or less, and that was owned by Martha S Sprinkle and sold by her to James D Pennington and afterwards sold by E. W. Pennington Commissioner, to *Fancy C. Frazier*, or a sufficiency of said tract of land to pay the amount of said decree together with the costs of suit and expense of sale.

For a more particular description of the foregoing property reference is here made to *the partition of the lands of A. D. Igin deceased and the other title papers.*

Bonds with good and approved personal security will be required of the purchaser for the deferred payments. This the *13th* day of *April*..... 18*90*/..

James W Orr Commissioner.
Arb Munsey Clerk.

The bond required by law has been given,

Wheeland's F & M. Works.

vs $\frac{5}{3}$ Copy of Advertisement.

March 8 Sprinkle et al

Copy posted at C. A.

Harrison Gap. Va.

April 15th 1901.

Orr - Cairns.

\$ 330. ⁰⁰/₁₀₀

Nineteen months after date of ^{my} ~~Revised~~ ^{Self}
to J. M. S. Spinkills the sum of
Three hundred & thirty dollars for
balance of a payment on a piece of
land on Wolf holes in Rocked country
Sec. 10. Va. This being the balance
of payment on said lands with
interest from date if there is not
10 acres in said piece of land said
M. S. Spinkills is to credit this note
ten dollars for each acre that said lands
falls short This the 11th day of May 1881
Witness my hand James D. Kempton

Credit with \$10.00 price of one
acre of land, 73 acres being sold
when in fact there was only 72 acres.

"Exhibit 1"
with Bill of
Whitland Foundry
& Machine Works

V.S.

Morton S. Sprinkles

of the City of New York

I assign the within note
to Whitland Foundry and
Machine Works as collateral
security for the payment of
five notes & now owe him
the sum of \$100.00
per 1894.
Morton S. Sprinkles

M. L. Parsons
J. S. Remington

Note

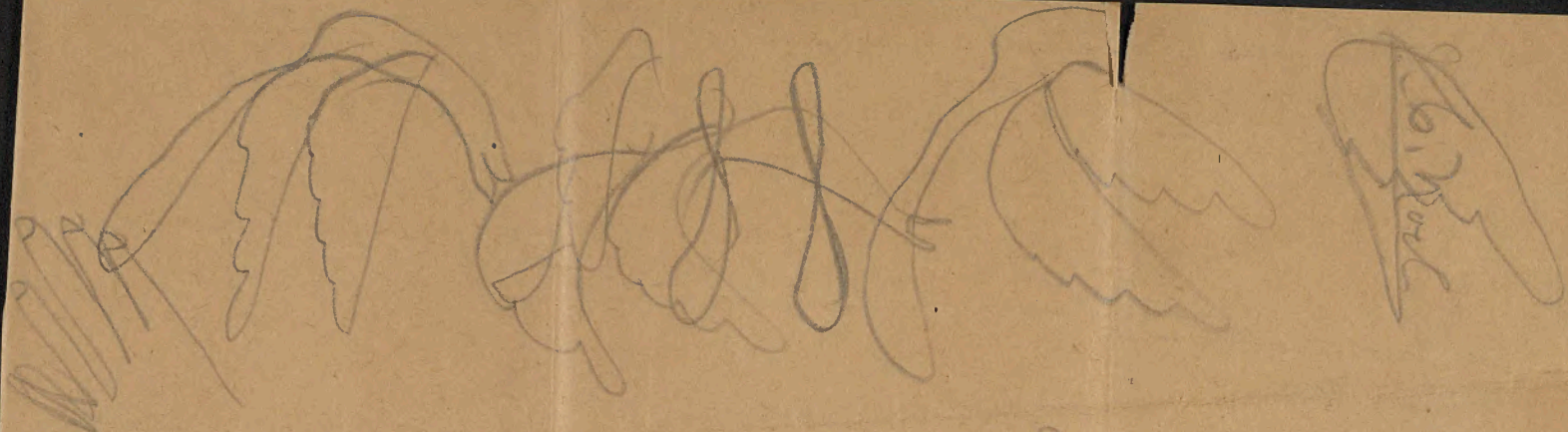
Whelands foundry and Machine Works.
vs
Martha S Sprinkle et-al.

It is agreed by the parties in this Cause that:-

- (1) That the defendant - Nancy C. Jor- had completed the purchase of the tract of land in question, having paid all the purchase money therefor, and that a deed of conveyance was duly made hereto and confirmed by the Court ^{to her before the institution of this suit} and that she had no actual notice of the complainant's claim until after she had paid the entire purchase price therefor; and that there were no liens on said land recorded therein.
- (2) That the said Nancy C. Jor- will swear that she had the records of the County Court Clerk's office searched to ascertain whether there were any liens recorded therein against the said land, before the sale was confirmed.

1 B) That - at the time that the said Zion purchased said lands, M. C. Parsons was dead, and that - he had been dead for some several years.

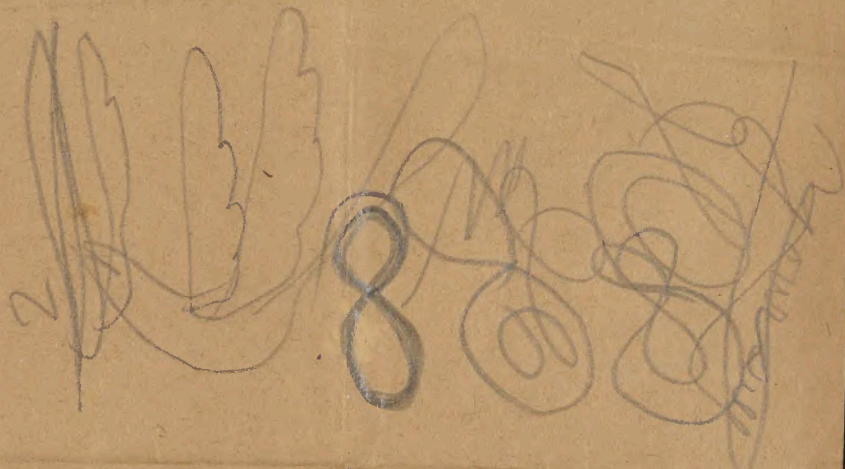
(11) That, in the depositions of Dr. G. Sprinkle which are temporarily lost, - it ~~was~~ proven that Martha S. Sprinkle assigned the note in question to M. C. Parsons without ^{personal} recourse.



J. B. Noel

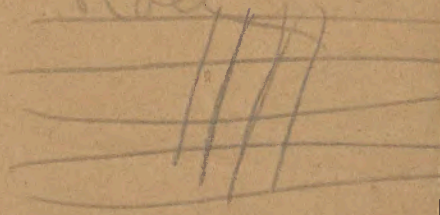
23
40
10

25
22
32



J. B.

J. B. Noel
Noel
Noel



Wheeland's Foundry & Machine Works

against Martha S. Spinkle et als. } Exceptions to
Martha S. Spinkle & Nancy C. Lyon. } Answer of

First.

This answer is excepted to because it sets up no legal defense to plaintiffs bill. The allegations on page 2 of said Ans., as to the understanding or agreement between Mrs. Spinkle and M. C. Parsons as to the conditions upon which she endorsed or assigned the note sued on to him, is excepted to, because no private agreement unknown to the plaintiffs can prejudice their rights. And there is no condition attached to the assignment by M. C. Parsons nor that of J. L. Pennington.

Second.

The allegation on page 3 that the price of the two lots in Pennington Gap was the first lien on the tract of land in the bill mentioned, is excepted to, because the admitted facts show, and it is not otherwise contended, that the note sued on was the only part of the purchase money assigned; and the effect of the assignment gave it priority and made it the first lien on the land.

Third.

The allegation on page 4 that Nancy C. Lyon had the records of the Clerk's office of the County Court examined to ascertain whether or not there were any liens on said land, presents

no defense, and is excepted to. The fact that no deed was on record conveying said land from Martha D. Sprinkle to James D. Pennington without reserving a lien for purchase money should have put her on her guard, and the bill of Martha D. Sprinkle against J. D. Pennington, in which cause Nancy C. Gion made her purchase, alleges the execution of the note sued on and that said Sprinkle assigned it to M. C. Parsons, but alleges that said Sprinkle was informed that it had been paid off to said Parsons, this should have put said Gion on her guard as to said note. See the bill of Martha D. Sprinkle vs J. D. Pennington. And all the allegations on said page 4 and on page 5 down to and including line 25, are excepted to as presenting no defense, to Poff's bill. The rule of Caveat Emptor applies to purchasers at Judicial Sales, and this purchaser is not an innocent one in law.

Answer. The allegation that J. D. Pennington paid the note sued on, on pages 5 & 6, before he had notice of the assignment to plaintiffs, and that plaintiffs took it subject to all the equities of the said J. D. Pennington against said J. D. Pennington is excepted to because that question was raised in reference to this note in the Chancery Cause of Greer Machinery Co vs J. D. Pennington et al, pending in this Court, and there fully adjudicated,

adversely to the defendants' contention here.
See said chancery cause. This defense therefore
can not avail these defendants.

Fifth

over
Answer as
to personal
defendants

The invoking of the statute of limitation on page 6,
is excepted to because the debt, evidenced by the
note sued on, is a lien for purchase money on
the land in the bill mentioned sold by said Mar-
tha & Sprinkle to J. D. Pennington, and the assign-
ment of the note carries the lien with it, and
the lien is not barred, neither is the note evinc-
ing the lien, and these defendants can not claim
the limitation against a vendor's lien until the
lien is extinguished.

Over & Inquire, p. 7.

Wheeland's H. & M. Wards.

vs { Exceptions to Jud.
of Sprinkle & Son

Martha & Sprinkle et als.

Filed in open Court and
by leave thereof June 11th

1890.

A. B. Munsey Clerk

Whelands Laundry & Machine Works, Exceptions to J. C.
against Jesse Adair &c.
Martha & Sprinkle et als.

This answer is excepted to because it sets up no legal defense to plaintiffs bill.

First

over
as to
same judgment

The note sued on is not barred by the Statute of limitation, because it is a note for purchase money for land, and the title retained, and each assignment carries the Vendor's lien, and each assignee takes the note subject to its true condition as between the original parties, and as long as it is not barred between them it is not barred as to any assignor or endorser.

Second.

over
Remind

As to the alleged settlement between J. L. Pennington and the Admors of M. C. Parsons deceased, the plaintiffs were not parties to that suit or settlement, and the defendant has no right now to offset so much of the indebtedness of J. L. Pennington to the Parsons estate as will pay this note, in the hands of the plaintiff long before any indebtedness from Pennington to the Parsons Estate was ascertained. And the Admors of Parsons took a decree against said Pennington for the amount found due, without any reference to this note, and are now estopped to offset the same with this note, or settle this note by crediting the decree against J. L. Pennington.

Third.

The allegation on page 3 as to the payment of the note sued on by J. L. Pennington is excepted to because

not sufficiently definite as to the time of payment
and ~~to whom~~ made,

Fourth.

The allegation as to want of diligence on the part of plaintiffs on page 3, is excepted to, because the admitted state of facts show that plaintiffs have used all the diligence the law requires in regard to a debt of this character, see proceedings in cause of Greer Machinery Co vs J. D. Pennington et al. in which this note was sought to be collected.

And the plaintiffs are trying to make the debt out of the land first, as they should do, and if not paid there then out of the endorser. And the proceedings in said last mentioned cause abundantly show the insolvency of J. D. Pennington & J. L. Pennington.

Fifth

The bar of the Statute of limitation again invoked on page 4, is excepted to, because it is no defense to this claim, it being a purchase money lien.

Corr & Prince p. 9.

Wheeland's F. & M. Works.

3 Exceptions to Sub.
of J. C. Jesse's Sub.

Martha S. Sprinkle et al.

Filed in open Court and
by leave thereof June 11th
1900.

A. B. Munsey Clerk

R. T. IRVINE,

Attorney at Law,

BIG STONE GAP, VA.

LEE CIRCUIT COURT.

~~The~~ Wheelands Foundry & Machine
Works, a corporation,

Plaintiff.

Vs.

MEMO. FOR LIS PENDENS.

Martha S. Sprinkle, H. L. Sprinkle, James D.
Pennington, J. L. Pennington, the Pennington
Gap Improvement Company, a corporation, J. C.
Jessee, administrator of the estate of M. C. P
Parsons, deceased, Mrs. Nancy C. Zion and
W. P. Wood,

Defendants.

The object of the foregoing suit, now pending in chancery in the Circuit Court of Lee County, Va., is to obtain personal judgment in favor of the plaintiff against Martha S. Sprinkle, James D. Pennington, J. L. Pennington and J. C. Jessee, administrator of the estate of M. C. Parsons, dec'd., and to foreclose a vendor's lien note for the amount of \$320, with interest from May 11th, 1891, on a tract of land containing 72 acres, more or less, situated in the 'Pocket country' on Wolfe Harber, Lee County, Va., being the same tract of land which was assigned and set apart to Martha S. Sprinkle in the chancery cause lately pending in the Circuit Court of Lee County of M. W. Zion vs. J. M. Zion, et al., the partition of which lands is recorded in Lee County D. B. 23, p. 529; which note for \$320 was executed by James D. Pennington to said Martha S. Sprinkle and by various assignments has become and is now the property of the plaintiff. The estates of all the defendants above named are intended to be affected by decrees rendered in this cause.

Orr & Irvine,
P. Q.

Virginia, Lee County, to-wit:

In the Office of the Clerk of the
County Court for said County, the 2^d
day of May, 1900. The foregoing writ-
ing was presented and admitted
to record. Teste B. M. Morgan, Clerk

The Wheeland Fdry Mch Co.,

7th { Memo for L. B. Benders

Martha S. Sprinkle

Recorded in deed

Book No 36 p. 160

Indexed

Examined

clerk
y/s-eto.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *Martha S. Sprinkle, H. L. Sprinkle*
James D. Pennington, J. L. Pennington, Pennington Gap Improvement
Company, a Corporation, J. L. Jesse Adm of the estate of M. L. Parsons
deceased, Mrs Nancy L. Gion & W. P. Wood

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held
for the said court, on the *3rd* Monday in *May 1900* ~~189~~, to answer a
bill in chancery exhibited against *them* in our said court by *Wheelands*
Foundry & Machine Works. a Corporation

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the
court-house, the *2nd* day of *May* *1900* ~~189~~, and in the *124th* year of the
Commonwealth.

A. B. Munsey Clerk

Serve Copies on
J. D. Pennington and
J. L. Pennington

(Evans)

Form No. 300 3/4.

works
Whealands Foundry & Machine
vs. { SUBPOENA
IN CHANCERY

Martha S. Sprinkle et als

Orr & Irvine p. q.

To 2nd May Rules.

1900. Circuit Court.

May 19th 1900
Executed in part
by Delivering a true
copy of the within
to J. L. Pennington
and J. D. Pennington
not found E. S. Evans
Deputy for W. J. Mulham
S. L. C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *Martha S. Sprinkle, H. L. Sprinkle*
James D. Pennington, J. L. Pennington, Pennington Gap Improvement
Company, a Corporation, J. B. Jesse Admr. of the estate of M. L.
Parsons, deceased, Mrs. Nancy L. Gion & M. P. Wood.

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held
for the said court, on the *3rd* Monday in *May 1900* ~~189~~, to answer a
bill in chancery exhibited against *them* in our said court by *Wheeland's*
Foundry & Machine works, a Corporation

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the
court-house, the *2nd* day of *May 1900* ~~189~~, and in the *124th* year of the
Commonwealth.

A. B. Munsey Clerk

A. Copy

Listed: A. B. Munsey Clerk

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *Martha S. Sprinkle, H. L. Sprinkle*
James D. Pennington, J. L. Pennington, Pennington Gap Improvement
Company, a Corporation, J. C. Jesse Admr of the estate of M. C. Parsons
deceased, Mrs Nancy C. Gion & W. P. Wood

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held
for the said court, on the *3rd* Monday in *May 1900* ~~1899~~, to answer a
bill in chancery exhibited against *them* in our said court by *Wheelands*
Foundry & Machine Works, a Corporation

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the
court-house, the *2nd* day of *May 1900* ~~1899~~, and in the *124th* year of the
Commonwealth.

A. B. Munsey Clerk

Serve copy on
J. C. Jesse Adm'r

Livesay

Form No. 900 $\frac{1}{2}$.

Wheclands Foundry ^{works} Machin
us. { SUBPOENA
IN CHANCERY

Martha S. Sprinkle

Ort + Irvine p. q.

To 2nd May Rules.

1900. Circuit Court.

Executed May the 16th
1900 by delivering
an office copy of the
within spa. to J. C.
Jesse Adm'r
R. L. Livesay Dep't
for W. J. Milerham S. L. C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *Martha, S. Sprinkle, H. L. Sprinkle*
James D. Pennington, J. L. Pennington, Pennington Gap Improvement
Company, a Corporation, J. C. Jesse Admr of the estate of
M. C. Parsons deceased, Mrs Nancy, C. Zion & W. P. Wood
to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held
for the said court, on the *3rd* Monday in *May 1900* ~~189~~, to answer a
bill in chancery exhibited against *them* in our said court by *Wheelands*
Laundry & Machine Works, a Corporation.

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the
court-house, the *2nd* day of *May 1900* ~~189~~, and in the 12^{4th} year of the
Commonwealth.

A. B. Munsey Clerk

May 7 W.P. Wood Ely

Form No. 800 1/2.

Serve copies on
Martha S. Sprinkle
W.L. Sprinkle
~~J.D. Pennington~~
~~J.L. Pennington~~
~~Pennington, Sup. Inf. Co.~~
Mrs Nancy L. Gion
+ H.P. Wood

works
Wheelands Foundry & Machine
US. { SUBPOENA
IN CHANCERY

Martha S. Sprinkle et als

Orr & Irvine p. q.

To 2nd May Rules.

1900. Circuit Court.

Executed May the 7th 1906 by Delivering a true
tested copy of the within summons to W.P. Wood and also
by Delivering a true copy of the within summons
to Martha S. Sprinkle and by delivering to Martha
S. Sprinkle wife of W.L. Sprinkle a copy for W.L. Sprinkle at
the residence of the said W.L. Sprinkle She being a member of
his family over the age of 16 years and by explaining to her its
purport the said W.L. Sprinkle not being found at his usual place
of abode.

J.P. Ely
for W.S. Milham S.C.